

VERIFIED AFFIDAVIT OF FACT

IN CASE NUMBER # 09-40027-FDS

RECEIVED
U.S. ATTORNEY
BOSTON MASS

DEC 10 2 47 PM '09

FILED
CLERK'S OFFICE
DEC 10 P 2:49
DISTRICT COURT
DISTRICT OF MASS.

I, Charles William Adams living at 42 Monroe Street in the town of Norwood, County of Norfolk, State of Massachusetts do affirm and attest to the following fact in the above named case. I present this fact to this Court and give this testimony as to its accuracy and truthfulness, to the best of my knowledge. I am a competent witness and have personal knowledge of this fact¹.

The single page document included with this filing is a close representation of a document that Contract America required of every worker. There were probably revisions to this document during its use but the essence was the same: Each worker understood that Contract America was simply a billing service for the work they did. I don't know of a single worker who used billing service of Contract America without submitting an agreement like this. If the court will review this one single sheet of paper the court will clearly see there can be no conspiracy, no obstruction of justice and no tax evasion on the part of Contract America.

¹ Federal Rules of Evidence. Rule 603, "Before testifying, every witness shall be required to declare that the witness will testify truthfully, by oath or affirmation administered in a form calculated to awaken the witness' conscience and impress the witness' mind with the duty to do so."

I am not a professional attorney and cannot be held to the same standards as are professional attorneys. Haines vs. Kerner, 404 US 519.

So this submission will rise to the level of admissible evidence I hereby affirm and attest that the above statements are true and correct to the best of my knowledge and are not intended to mislead in any way. I have personal knowledge concerning fact above. These statements are made for the record in this action. If anyone shall present truthful, sworn witnesses and sworn evidence that contradict any of these material facts, I shall make any necessary corrections to this sworn testimony. Unless anyone presents to me any counter affidavits or sworn evidence to refute or rebut each of the above sworn facts, I shall deem these sworn statements of fact to be admitted or uncontested.

I, Charles William Adams have freely hereunto set my hand this Tenth day of December, 2009.



Sui Juris



A Living Soul, Created by The Creator

CONTRACT AMERICA, LTD

PO Box 1568, Plainville, MA, 02762-0568 ♦ Voicemail & Fax: (800) 961-0149

NON-COVERED WORKER "TERMS OF SERVICE" AGREEMENT

1. THIS Terms Of Service agreement, hereinafter ("TOS") governs the relationship between you, hereinafter referred to as ("WORKER"), and Contract America, Ltd, hereinafter referred to as ("CA"), and the services provided. CA may modify this agreement at any time and manner. Any modification is effective immediately upon notice by electronic or conventional mail. If any modification is unacceptable to you, terms for termination services with CA is provided in Section 3 below. Continuation of CA services thereafter shall be construed as acceptance of all such modification(s).
2. WORKER affirms that s/he is a citizen of the 50 States of the Union and will perform all work for COMPANY within this geographical area.
3. This TOS will be in effect until either Party shall terminate it by giving notice to the other Party named herein.
4. WORKER affirms that all activities for which s/he will utilize the services of CA are legal activities and further understands that CA may not be used or represented in any manner contrary to Federal, State or Local laws. WORKER agrees to make sole and complete determination, and will be responsible, when required by law, for paying all taxes, income and otherwise, incurred as a result of the compensation processed by CA for WORKER for services WORKER performed for COMPANY regarding this TOS.
5. WORKER agrees that s/he is not an employee, agent, or principal of CA under this TOS and further agrees that WORKER enters into and remains throughout the term of this TOS, a non-covered worker. WORKER agrees that s/he performs such work for COMPANY on an "as needed" basis with no guarantee as to the duration or type of service(s) to be performed.
6. WORKER may, at WORKER's expense use any subcontractors deemed necessary to perform the work required of WORKER by COMPANY. CA acknowledges that WORKER has sole control, direction and supervision of said personnel in the performance of said work. CA acknowledges that WORKER shall solely determine the method, details, and means of performing his/her work for COMPANY.
7. WORKER affirms s/he maintains his/her own place of business separate from that of both CA and COMPANY. WORKER agrees that if WORKER becomes obligated to expend money for travel or other business expenses, including telephone expenses, WORKER shall be solely liable and responsible for payment of same, and shall indemnify and hold CA harmless from claims made by any entity for payment for such expenses incurred.
8. WORKER agrees that all files and records of COMPANY, including but not limited to the accounts of customers of COMPANY; documents; drawings; specifications; equipment and all similar items which are owned by COMPANY and regularly used in the operation of COMPANY's business, of any nature, whether existing at the time of this TOS, or prepared by WORKER, or procured through the efforts of WORKER, or which may come into WORKER's possession in any way, whether or not they may contain or constitute trade secrets consisting of formulas, patents, devices, secret inventions, processes, and compilations of information learned by WORKER from any source, are and shall remain the exclusive property of COMPANY.
9. WORKER agrees to report promptly to CA at the end of each pay period all billable hours worked for COMPANY. WORKER agrees to pay the 8% CA service fee, unless COMPANY agrees to pay said fee. If COMPANY agrees to pay fee, CA agrees to bill said fee to COMPANY and to pay WORKER 100% of his/her paycheck. WORKER maintains the responsibility for all expenses incurred by CA on behalf of WORKER, including but not limited to the 8% CA service fee, late charges and any costs associated with collections. CA agrees to pay WORKER as part of the next immediate pay cycle at the rate determined on WORKER's Account Setup Worksheet all monies due the WORKER and received by CA from the COMPANY. WORKER holds CA completely harmless for any monies due to WORKER for which CA has not yet received payment from COMPANY.
10. WORKER and CA both agree not to divulge any information pertaining to this TOS, except only when subpoenaed by a competent court of record having jurisdiction in that instant matter, and then the parties shall provide only such information or documents enumerated within said subpoena, provided the court's jurisdiction has been established. WORKER and CA agree to refer any and all inquiries made by parties not named within this TOS to the other party the instant such inquiry is made.
11. WORKER agrees to hold CA harmless for any monies due and owing by CA to the WORKER in the event that any government agency(ies) or its agent(s) commit(s) any unlawful seizures of CA's assets or bank accounts; CA agrees to pay any monies due and owing by CA to the WORKER that may be recovered by CA from the unlawfully acting government agency(ies) in the event such monies are actually recovered.
12. WORKER agrees to hold both CA and COMPANY harmless for any health related injuries either on or off the "job". WORKER agrees and acknowledges that WORKER (or COMPANY as determined by state law) is responsible for providing, at WORKER's or COMPANY's own expense, disability, unemployment, worker's compensation, and all other insurance, training, permits, and licenses for WORKER and for WORKER's employees, workers, and subcontractors required by law, if any.
13. WORKER agrees that WORKER is not entitled to the rights or benefits afforded to either CA's or COMPANY's own employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit.
14. WORKER agrees that COMPANY's customers constitute trade secrets of COMPANY; and further agrees that the sale or unauthorized use or disclosure of any of COMPANY's trade secrets constitutes unfair competition; and further agrees not to engage in any unfair competition with COMPANY during the term of this TOS and for a period of twenty-four (24) months following the termination of this TOS. WORKER agrees to return to COMPANY immediately on termination of this TOS all files, books and records of COMPANY utilized by WORKER. WORKER agrees not to remove any property whatsoever as described herein from the premises of COMPANY under any circumstances whatsoever without the prior written consent of COMPANY.
15. This TOS shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts and any litigation and/or arbitration pertaining to this AGREEMENT shall take place in the State of Massachusetts. If any provision in this TOS is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to full force without being impaired or invalidated in any way.
16. WORKER and CA both acknowledge that no representation or agreements, orally or otherwise, have been made which are not embodied herein, and that no other statement not contained in this TOS shall be valid or binding on either party. Any modifications made by CA pursuant to paragraph 1 shall be considered to be "embodied herein" for purposes of this paragraph.
17. WORKER agrees that all terms, nondisclosure, duties, work, performance, scope and property right clauses stipulated in any Contract or Service Agreement between WORKER and COMPANY shall not be applicable and/or binding to or upon CA.
18. This TOS supersedes any and all other agreements, either oral or in writing, between parties named herein with respect to the hiring of WORKER by CLIENT, and contains all of the covenants and agreements between the parties named within with respect to that hiring in any manner whatsoever.

Workers Signature: _____ Print Name: _____ Date: _____

CERTIFICATE OF SERVICE

I, Charles William Adams, a citizen of the Commonwealth of Massachusetts over the age of 21, do hereby certify that a true copy of the following documents:

1. VERIFIED AFFIDAVIT OF FACTS;
2. CONTRACT AMERICA "TERMS OF SERVICE" AGREEMENT;
- and,
3. CERTIFICATE OF SERVICE,

Have been served on Tenth day of December in the year of our Lord 2009 by my own hand to the office of the Clerk of the US District Court and Victor Wild in care of the office of the Assistant U.S. Attorney, Suite 9200, One Courthouse Way, Boston Massachusetts.



Charles William Adams, Unrepresented Alleged Defendant – Sui Juris